

CONSOLIDATED CC&R'S FOR ZION VIEW MOUNTAIN ESTATES-UNITS A-E

1. All covenants and restrictions herein stated and set forth shall run with the land and shall be binding on all parties and persons claiming any interest in said Lots or part thereof until twenty-five years from date hereof, at which time said covenants and restrictions shall automatically be extended for successive periods of ten years, unless by a vote of the majority of the then owners of said Lots it is agreed to change said covenants in whole or in part.
2. No more than one dwelling or structure shall be erected, altered, permitted or maintained on any one Lot, except for a garage and the normal utility buildings appurtenant to a dwelling house. **[See addendum for Units B, C]**
3. Lot sizes, as prescribed by the subdivision plat for said subdivision, are considered minimum lot sizes and no person shall sell, lease, or otherwise dispose of said lot in parcels smaller than the original lot as shown on the recorded plat of said subdivision. **[Not in Covenants for Units A, B]**
4. No old, used, nor existing building nor structure of any kind and no part of an old, used, nor existing building nor structure shall be moved onto, placed on, or permitted to remain on any lot. All construction is to be of new materials. **[Not in Covenants for Units A, B]**
5. Easements are reserved along and within 10 feet of the rear line, front line, and side lines of all lots in this subdivision for the construction and perpetual maintenance of conduits, poles, wires, and fixtures for electric lights, telephones, water mains, sanitary and storm sewers, road drains and other public and quasi-public utilities and to trim trees which at any time may interfere or threaten to interfere with the maintenance of such lines with right of ingress and egress across said premises to employees of said utilities. Said easements to also extend along any owner's side and rear property line in case of fractional lots. It is understood and agreed that it shall not be considered a violation of the provisions of the easement if wires or cables carried by such pole line pass over some portion of said lots, other than within the ten (10) foot wide easement strips, as long as such lines do not hinder the construction of building on any lots in this subdivision. **[Covenant wording in Units A, B: An easement is declared over and through each Lot for the construction, installation and continued maintenance, repair, reconstruction, replacement and removal of such water, sewer, gas, pipelines, electric, distribution, pole lines and circuits as may from, time to time become necessary to serve water, sewer, gas and electric installation located within the boundaries of the Lots hereinbefore described.]**
6. No residential structure, garage, storage shed, nor building or any type shall be located nearer to the front lot line than fifteen (15) feet, or nearer to the side street lines than fifteen (15) feet or nearer to the lot line or rear lot line than ten (10) feet. **[Not in Covenants for Units A, B]**
7. No animals nor birds, other than household pets, shall be kept on any lot. **[Not in Units A, B]**
8. No noxious nor offensive trade nor activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or a nuisance to the neighbors or other lot owners. **[Not in Covenants for Units A, B]**
9. **No vehicle nor trailers shall be parked within any roadway nor waterway located within the boundaries of said lots. No mobile trailer or trailers intended as a permanent structure shall be permitted to remain upon any lot in the subdivision for a period exceeding a seven (7) months in a calendar year** without the written consent of the subdivider or its successors in interest. When permits are granted, the lot owner shall maintain said trailer in as neat, orderly, livable condition as other permanent dwellings located on said subdivision. **[Covenant wording for Units A, B]**
10. No commercial business nor enterprise of any kind or nature shall be carried on or upon said premises, which premises shall be restricted to residential use only, **unless otherwise marked on the plat map as a commercial lot. [This wording not found in Units A, B]**
11. All garbage, food waste, rubbish, trash, ashes, or any other waste materials shall be disposed of in accordance with the requirements of the Utah State Health Department.

12. If a sewage disposal system is constructed in accordance with the requirements of the Utah State Department of Health to serve each dwelling located within said subdivision, all expenses of maintaining and installing such system shall be the responsibility of the buyer of buyers. The effluence from septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch, or drain, unless it has first passed through an absorption field approved by the health authority.
13. All structures shall be constructed in such a manner as to protect the natural growth or setting insofar as possible and the natural growth and other conditions of each lot, such as trees, shrubs, streams and natural setting, shall be preserved and remain as nearly as possible in the natural state.
14. Each residence constructed on said premises shall contain no less the Four Hundred (400) square feet of living area exclusive of carports, porches, storage areas, etc. **[Covenants for Units A, B state, All such carports, porches, storage, etc., shall be attached to said residence. Covenants for Unit E 500 sq ft minimum living area]**
15. No shooting of firearms nor bow and arrows within the boundaries of subdivision except on approved ranges, if and when constructed and so designated by the Sellers. **[Not in Covenants for Units A, B]**
16. If the owners of any lot in said subdivision or any other person, shall violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute and file proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from doing, or to recover damages or other dues for such violation. If said violation be of a continuing nature, it is agreed that failure to prosecute such a proceeding for any period after such violation occurs will not operate as a waiver of the right to subsequently prosecute a proceeding with respect to said violation, nor bar the seeking of relief, injunctive or otherwise, against other violation occurring on any lot in the subdivision. It is further agreed that all covenants and restrictions set out herein will not be deemed changed or abandoned by change of conditions in the neighborhood, or by any acquiescence in violation or other act or failure to act by any lot owner or other person, except as set out in paragraphs No.1 and No. 18 herein. **[Not in Covenants for Units A, B]**
17. No sign or other advertising device of any character shall be erected or maintained upon any part of said property, except that:
 - a. On any one lot, parcel or building site one (1) sign, not larger than eighteen (18) inches by twenty-four (24) inches advertising the property for sale may be erected and maintained behind the setback area of any lot, and
 - b. The subdivider may erect and maintain on said property such signs and other advertising devices as they may deem necessary or proper in connection with the conduct of their operations for the development, improvement, subdivision and sale of said property. **[Not in Covenants for Units A, B]**
18. Variances from these restrictions may be considered and approved by the architectural committee where the person making application can show that a strict application of the restrictions would result in peculiar and exceptional difficulties or undue hardship on the property because of the exceptional narrowness, shallowness or shape of his property at the time of the enactment of these restrictions or because of the exceptional topographic conditions or other conditions peculiar to the lot. The architectural committee shall be appointed by the subdivider. **[Not in Covenants for Units A, B]**
19. These restrictions shall run with the title of the land and be binding upon each successor in interest of any purchase of any lot located within the boundaries of the subdivision.
20. Invalidation of any one of the covenants and restrictions hereinbefore set forth by judgement or court order shall in no way affect any of the other provisions thereof which shall remain in full force and effect until twenty-five (25) years from the date hereof subject to automatic extensions as provided for in paragraph No. 1 hereof.

ADDENDUM

Unit B #2:

Lots being restricted to one dwelling or structure, except for a garage and the normal utility buildings appurtenant to dwelling houses being as follows: Lots No. 6,7,8,9,10,11,19, 20, 21, 32, 33, 36, 41, 42, 46, 47, 49, 50, 54, 55, and 56.

Lots being permitted two dwellings or structures, except for a garage and the normal utility buildings appurtenant to dwelling houses being as follows: Lots No. 12,16,18,22,23,24,25,28,29,30,31,34,37,38,39,40,43,44,45,48,51,52,53,and 57.

Lots being permitted three dwellings or structures, except for a garage and the normal utility buildings appurtenant to dwelling houses being as follows: Lots No. 2, 3, 4, 13, 14, 15, 17, 35.

Lots being permitted four dwellings or structures, except for a garage and the normal utility buildings appurtenant to dwelling houses being as follows: Lots No. 5 and 27

Unit C #2:

Lots being permitted two dwellings or structures, except for a garage and related utilities buildings being as follows: Lots No. 6, 7, 8, 9, 10, 11, 12, 13, 14, 64 and 65.

FOR YOUR INFORMATION

Kane County codes, ordinances, regulations, and restrictions do take precedence over our community CC&R's. However, ZVMEPOA will not alter/reduce any of our CC&R's based on County restrictions that may be less stringent than our recorded CC&R's. To find the Kane County Ordinances that may affect our Community go to www.kane.utah.gov. In the government "pull down" tab, click on Ordinances. You will find most of the ordinances effecting the community under "Title 9-Land Use." For Example:

9-6E-1: DEFINITIONS

OCCUPIED: Lived in or slept in for twenty-four (24) hours or more.

RECREATIONAL VEHICLE: A motor vehicle or trailer equipped with living space and amenities found in a home which may include a kitchen, bathroom, bedroom, living room, water and sewer; including but not limited to, a camp trailer, motor home, travel trailer, fifth wheel trailer, pop up trailer, and slide-in camper.

SEASONALLY: No more than six (6) months in any calendar year. (Ord. 2013-9, 9-23-2013, eff. 10-08-2013.

9-6E-3: OCCUPIED RECREATIONAL VEHICLES:

B. A recreational vehicle may be occupied seasonally if the following terms are complied with:

1. No more than two (2) recreational vehicles are located on the property whether occupied or unoccupied.
5. The recreational vehicle is connected to the culinary water system.
6. The holding tanks and any wastewater are emptied in an approved-on site septic system; no more than two (2) recreational vehicles shall be hooked up to a single septic system.
7. The power is connected in accordance with all applicable safety standards to solar or city power.
10. If the Recreational Vehicle will be used for less than 14 consecutive days, subsection 5 and 6 do not apply.

9-6E-4: UNOCCUPIED RECREATIONAL VEHICLES:

3. All unoccupied recreational vehicles shall be winterized, all holding tanks emptied, and readily available for immediate highway use.
- C. Upon application from a landowner, the Land Use Authority may approve a temporary use permit for the occupation of more than two (2) recreational vehicles on one residential property depending upon the size and contour of the property, if the property is one acre or larger.
- I. Note: individual lots may belong to a homeowners' association and have restrictive covenants which have greater restrictions regarding recreational vehicles. Nothing in this article shall be construed as to prevent private enforcement of any restrictive covenants or HOA/POA rules. (ord. 2013-9, 9-23-2013, eff. 10-08-2013)